

# Exhibit 2



## APPROVAL LETTER

**Approval Date:** 4/22/2019  
**Buyer:** BROWN BLESSINGS LLC  
**Buyer Address:** 6344 BULLBEGGAR ROAD, WITHAMS, VA 234  
**Seller:** Nutrien Ag Solutions, Inc. dba Nutrien Financial  
**Branch Address:** 7311 Ocean Highway, Pocomoke City, MD 2185

Dear Buyer:

We are pleased to approve you for credit on the following terms:

**Credit Limit:** \$320,000.00. This amount is non-replenishable.  
**Approval Period:** For credit sale purchases made during the period beginning 4/22/2019 and ending 12/15/2019.  
**Maturity Date:** 12/15/2019  
**Finance Charge:** 10 % (APR)  
**Rate Type:** Fixed  
**Repayment Terms:** All credit sale purchases applied to Buyer's account, along with accumulated finance charges, fees and expenses due under Buyer's credit agreement with Seller, are due and payable in full on or before the Maturity Date. Buyer may make payments on Buyer's account with Seller at any time without penalty.  
**Penalty Rate:** 24 % (APR)  
**Fees:** Returned Check Fee: \$25.00  
**Payments:** Please send all payments to the payment address indicated on your monthly statement or as otherwise provided on the back side of your monthly statement.  
**Notices:** Seller may send notices regarding Buyer's credit agreement with Seller to Buyer's address above or such other address as Buyer may provide in writing to Seller. Buyer may send notices regarding the credit agreement to Seller at Seller's Branch Address above. Buyer agrees to notify Seller promptly regarding any change in contact information for Buyer or Buyer's Authorized Representative(s) from the information stated in Buyer's Credit Application.  
**Change in Name or Location:** Buyer does not and will not conduct Buyer's business under any name other than as disclosed to Seller and will not change its place of business.  
**Insurance:** Buyer will maintain insurance in such amounts and against such risks as are consistent with past practice and will show proof of such insurance upon request of Seller.



**Representations:** Buyer represents that as of the date of this credit agreement and any renewal, extension or amendment (i) Buyer has no present intention to close or cease operating Buyer's business, in whole or in part, temporarily or permanently, (ii) Buyer is solvent and not contemplating any insolvency or bankruptcy proceeding, (iii) during the <four (4)> months preceding the date hereof, Buyer has not discussed with or among Buyer's management, counsel, or any other advisor or creditor, any potential insolvency, voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors with respect to Buyer and no such action or proceeding has been filed or is pending, and (iv) no eviction or foreclosure is pending or threatened against Buyer.

**Binding Effect:** This credit agreement will be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns.

**Communicating With Buyer and Authorized Representatives; Consent to Communication by Electronic and Other Means:** Buyer and each Authorized Representative agree that Seller may contact Buyer or an Authorized Representative as provided in this paragraph. Seller may contact Buyer or an Authorized Representative for any lawful reason, including for the collection of amounts owed to Seller and for the offering of products or services to Buyer from time to time. No such contact will be deemed unsolicited. Buyer and each Authorized Representative specifically agree that Seller may (i) contact Buyer or an Authorized Representative at any address (including email) or telephone number (including wireless cellular telephone, ported landline or VoIP telephone number) as Buyer or an Authorized Representative may provide to Seller from time to time or that Seller is able to determine belongs to Buyer, even if Buyer or an Authorized Representative has asked to have the number added to any state or federal do-not-call registry; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach Buyer or an Authorized Representative; (iii) use automatic dialing and announcing devices which may play recorded messages and (iv) send text messages to Buyer's or an Authorized Representative's telephone. Buyer and each Authorized Representative may withdraw this express written consent at any time by contacting Seller at Nutrien Financial.—Withdrawal of Express Consent, 7311 Ocean Highway, Pocomoke City, MD 21851 and telling Seller specifically what address or telephone number not to use.

**Arbitration.** Buyer, each Authorized Representative and Guarantor, and Seller (each a "Party" and collectively "Parties"), waive trial by jury in any court in any suit, action or proceeding on any matter arising in connection with or in any way related to the accompanying Credit Application, Credit Agreement (including any applicable Approval Letters) and Guaranty (collectively "Documents") or the enforcement hereof, except where such waiver is prohibited by law or declared by a court of law to be against public policy. The Parties hereto acknowledge that each makes this waiver knowingly, willingly and voluntarily and without duress, and only after extensive consideration of the ramifications of this waiver. To the extent that a claim or dispute arises out of, or in relation to the Documents, including, without limitation, their terms, construction, interpretation, performance, termination, breach or enforceability, the Parties agree that the claim or dispute will be, at the election of any Party, resolved by mandatory binding arbitration in VA within a reasonable time period not to exceed ninety (90) days. The Parties agree that the arbitration will be administered by JAMS and the arbitration shall be conducted in accordance with <the Expedited Procedures of the JAMS Comprehensive Arbitration Rules and Procedures> except as otherwise agreed in this Arbitration Agreement. The arbitrator will be chosen in accordance with the procedures of JAMS, and will base the award on the applicable governing law of the Credit Agreement. Judgment on the award may be entered into any court having jurisdiction, subject to Section 12 of the Credit Agreement. The Parties further agree that the costs of arbitration will be divided equally between them, except that Seller will consider in good faith a request by Buyer or an Authorized Representative to pay the costs of arbitration. Each Party may pursue arbitration solely in an individual capacity, and not as a representative or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding. This arbitration section is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* and to the extent not preempted, the governing law of the Credit Agreement. The Parties hereto waive any right to assert any claims against another Party as a representative or member in any class or representative action, except where such waiver is prohibited by law against public policy. To the extent any Party



is permitted by law or court of law to proceed with a class or representative action against the other, the Parties agree that: (1) the prevailing Party will not be entitled to recover attorneys' fees or costs associated with pursuing the class or representative action (notwithstanding any other provision in this agreement) and (2) the Party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action.\_

**This Approval Letter supersedes any prior Approval Letter for the Approval Period stated above.**

Sincerely,

A handwritten signature in black ink, appearing to be 'AN' followed by a stylized flourish.

\_\_\_\_\_  
Signature of Seller's authorized representative

**BUYER'S ACCEPTANCE:**

If the foregoing terms are satisfactory, please indicate your agreement to these terms by signing below and returning a signed copy of this Approval Letter to the Branch Address above within ten business days of the Approval Date above.

Buyer's Authorized Representative: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

***If not signed by Buyer and returned as provided above, Buyer's authorized signature on any invoice or any use of Buyer's account during the Approval Period stated above will evidence the Buyer's acceptance of and agreement to all of the terms and conditions set forth in Buyer's credit agreement with Seller and this Approval Letter as the same may be amended from time to time and will constitute the Buyer's signature on this Approval Letter.***